

PREAMBLE

This agreement entered into by the City of Norwalk, Iowa (hereinafter referred to as "City" or the "Employer") Teamsters Local Union 238, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as "Union").

**ARTICLE 1
RECOGNITION**

Pursuant to, and in accordance with, all applicable provisions of the Public Employment Relations Act of the State of Iowa (hereinafter referred to as the "Act"), and in recognition of the Public Relations Board's certification of said Union, the City does hereby recognize the Union during the term of this Agreement as the sole representation for all regular full-time and regular part-time employees of the Public Works Department, City of Norwalk, including maintenance workers I and II, Building Inspector, Lab Technician, and Building & Grounds Laborer I and for all regular full-time Police Officers in the Bargaining unit as certified by PERB.

**ARTICLE 2
UNION-MANAGEMENT RELATIONS**

All formal negotiations, or bargaining, with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the Union and such authorized representative of the City.

Agreements reached as a result of such negotiations shall become effective only when signed by the authorized representatives of the parties.

**ARTICLE 3
MANAGEMENT RIGHTS**

Except as prohibited by law or specifically modified by this Agreement, the City shall not be deemed to be limited in any way in the performance of the regular and customary functions of municipal management, and hereby reserves and retains all such customary powers, authority and prerogatives. It is expressly recognized, by way of illustration and not limitation, that such customer powers and authority include the right to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign and retain employees in positions within the City.
3. Suspend or discharge employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve employees from duty because of lack of work or other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which City operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the City government.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the City by law.

The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives that the Employer had prior to this Agreement are retained by and reserved to the Employer and shall remain within its exclusive control. The rights set out above and included within this section are not subject to the Grievance procedure contained in this Agreement unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE 4 UNION RIGHTS

Section A. Bargaining Committee

The Union may appoint a bargaining committee to represent the bargaining unit in all formal negotiations and/or discussions with the City representatives. The Committee shall not exceed three (3) in number.

Section B. Steward

To provide employees with reasonable access to Union representation, the Union may appoint a job steward. Said steward may receive, investigate and process complaints or grievances of employees. When the nature of the grievance requires immediate action, i.e., irreparable harm to an employee, the steward may be permitted to leave the regular work area upon request to the supervisor. Such requests shall not be unreasonably denied.

However, if the workload is such that the supervisor must deny the request, the supervisor shall immediately make arrangements to notify a member of the bargaining committee of the need for a Union representative. Whenever the steward enters a work area for the purpose of investigating a complaint or grievance, the Department Head must be so notified and informed of the nature of the problem.

The Steward shall suffer no loss of his/her regular pay for the normal shift when properly excused by the supervisor. However, such normal time spent investigating grievances shall be kept reasonable and commensurate with the circumstances with the matter at issue. Normally, such time will not exceed one-half (½) hour at the first or second step of the grievance procedure.

The names of all bargaining committee members and the job steward shall be transmitted in writing to the Department Head. Union representatives may act in the capacity until the above notification has been made. Accordingly, all changes in designated representatives must be reported promptly.

ARTICLE 5 HOURS OF WORK

Section A. Work Week

The normal work week for the Public Works Department shall consist of five (5) consecutive days, each including eight (8) hours of work. However, those employees in the bargaining unit as of February 15, 1991, shall have the option to work the day shift Monday through Friday. The normal workday for the regular full-time employees of the Police Department shall be determined by the Chief. Specific work schedules, including hours and days, shall be issued by the Department Head. Any regular changes to the work schedule shall require a two (2) week notice.

Section B. Break Period

Each employee shall be allowed a meal period which shall be scheduled generally in the mid part of the work shift, it shall not be less than thirty (30) minutes nor more than one (1) hours for each employee, however, each Police Officer is expected to be on duty at all times. Each employee shall normally receive a fifteen (15) minute paid rest period during each one-half (½) shift. The times and arrangements for lunch and rest periods may vary depending upon the nature of the work being performed and will be granted at the sole discretion of the immediate supervisor.

ARTICLE 6 OVERTIME

Section A. Definition

Public Works

Overtime is all time properly authorized and worked in units of one-quarter (1/4) hour or more which is in excess of forty (40) hours per week as described in Article 5.

Employees who work in excess of forty (40) hours per week in accordance with the provisions of Section B. below, shall either receive compensatory time off at time and one-half (1 ½) for such "overtime" work or be paid in cash for such time at the discretion of the City.

Police Officers

Actual work time in excess of eighty (80) hours in a fourteen (14) day (pay period) work period will be compensated at the Officer's time and one-half (1½) rate either in cash or compensatory time off as determined in the sole discretion of the Chief. Compensated leave time such as Vacation, Holiday, Sick, etc., shall not count as time worked for the purpose of computing overtime. Compensatory time off (C-time) shall count as time worked for the purpose of computing overtime. Except in emergencies, employees must receive the prior approval of their supervisor before working any overtime. Compensatory time off shall be granted at the discretion of the Chief. In the event an employee accumulates a balance of compensatory time in excess of forty (40) hours the Chief may direct that employee to use sufficient hours to reduce the balance to forty (40) hours within a reasonable time.

Section B. Procedure

In general, overtime shall be kept to a minimum consistent with the efficient provision of City services. Regular full-time employees shall normally be given preference in overtime assignments. However, when overtime work is required, each employee shall accept and work such assignments.

Employees who are "called out" to perform emergency work, such as snow removal, and are released from work prior to their regular shift quitting time, shall be permitted to utilize existing "C" time or holiday time balances to complete their regularly assigned shift. Such hours will count toward time worked for the purpose of computing overtime hours for the week. Other compensated leaves such as sick leave and vacation leave do not count as time worked for the purpose of computing overtime.

Requests to take off earned compensatory time must be approved by the appropriate supervisor, but the wishes of the employee shall be given consideration. A periodic review of accumulated compensatory time will be made and employees may be required by their supervisor to schedule and take off such time within a reasonable period, i.e., sixty (60) days.

When the need arises for the City to perform work outside of normal scheduled hours, employees will be utilized by seniority. The work will be assigned to the employee(s) who would normally perform the work if such work were being performed on a regularly scheduled work day. If additional employees are needed from outside the division they will be offered the work by master seniority. The least senior employee will be assigned the work if senior employees do not elect to perform the work when offered.

ARTICLE 7 PROBATIONARY PERIOD

The probationary period for Public Works employees shall be seventy-five (75) calendar days and the employee must possess all the necessary licensing requirements or certifications, if required, for the position. Newly appointed Police Officers shall serve a probationary period of twelve (12) months.

All original and promotional appointments shall be subject to the serving of a probationary period, which shall be considered as part of the examining process as follows:

Section A. Separation

Probationary employees may be separated for any cause by the City during their probationary period without appeal. The City may discharge any such probationary employee without notice to the Union.

Section B. End of Probationary Period

If action is not taken by the appointing authority to report to the probationary employee that he/she has not qualified for regular status before the close of business of the last day of the probationary period, the employee shall be considered to have satisfactorily completed his/her probationary period and has acquired regular status.

Section C. Right to Revert Back to Prior Position

A regular employee who vacated his/her position to accept probationary appointment to a class in a higher level and who is rejected during the probationary period, shall be reinstated in his/her former position.

Section D. Benefits

All regular full-time probationary employees shall be entitled to all the fringe benefits, except they may not avail themselves of grievance procedures.

**ARTICLE 8
DUES CHECKOFF**

During the life of this Agreement, and in accordance with the terms of the authorized dues checkoff form, the City agrees to deduct Union dues, initiation fees and assessments levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executed or has executed the authorization form. Such changes shall not be made more than two (2) times per year.

The deductions shall be certified to the City by the Treasurer of the Union on the appropriate forms, signed by the employee and the aggregate deductions of all employees shall be remitted to the Union within a reasonable length of time after such deductions are made.

The Union agrees to indemnify and hold the City harmless against any and all claims suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Section.

The dues deduction forms shall be supplied by the Union.

**ARTICLE 9
LEAVES**

Section A. Leaves of Absence

Any employee desiring a leave of absence from his/her employment shall secure written permission from the Department Head and the City Administrator. The employee shall report back to work on the first working day following the last day of the granted leave of absence. In the event that an employee fails to obtain written permission from the Employer prior to taking a leave of absence, said failure shall be deemed a voluntary quit.

An employee shall not accumulate seniority during a leave of absence, except if said leave was necessitated because of sickness or injury.

If an employee shall, without proper authorization, be absent from duty, whether for part or all of a working day, such absence shall be grounds for disciplinary action, including discharge. An unexcused absence of three (3) days or more shall be deemed a voluntary resignation.

Section B. Sick Leave

All regular full-time employees shall earn sick leave at the rate of one (1) day or eight (8) hours per month of continuous service. Such earned sick leave may be accumulated to a total of eight hundred (800) hours. Sick leave with pay may be granted upon request for absences from work due to personal illness or injury or for medical, dental or optical appointments.

No payment for unused sick leave credit shall be made upon separation from the City employment except in cases of the death or retirement of the regular full-time employee as prescribed below. In the event of the employee's retirement which meets the requirements of applicable Federal or State statutes, or his/her death, the employee or their designated beneficiary shall be paid twenty-five percent (25%) of his/her daily wages based upon his/her wage rate at the time of the retirement or death for each full day of unused sick leave credit. The maximum payment shall be twenty-five percent (25%) of the eight hundred (800) hours maximum accumulation.

Sick leave may be used for the serious illness of the employee's child, spouse or parent when such illness requires the attendance of the employee, ie. the first day of a child's illness, the day of an operation, a serious medical procedure, etc. Such leave may be used one day per occurrence and up to a maximum of forty (40) hours per year.

Rules pertaining to Sick Leave:

1. That upon the absence of more than three (3) consecutive working days, a physicians release must be presented to the Department Head before wages will be paid or upon reporting back to duty,
2. No sick leave shall be granted when an employee is on vacation unless the employee is hospitalized. The actual number of days of the hospitalization may be charged against accumulated sick leave rather than vacation upon presentation of written documentation of the hospital stay.
3. That upon termination of employment all accumulated sick leave will be forfeited.
4. The rate of pay of sick leave shall be that of regular pay of the assigned position.
5. Should any employee receive Workers Compensation pay while sick or injured, said amount shall be deducted from any City sick leave paid.

Section C. Funeral Leave

An employee absent from duty due to a death in his/her family shall receive pay as follows:

If the death in the family of the employee is that of a father, mother, wife, husband, child, brother, sister, grandparent, grandchild, or parent-in-law, the employee shall receive three (3) days off without loss of regular pay.

If death in the family of the employee is that of an uncle, aunt, or other member of the employee's kinship or dependency, the employee shall receive one (1) day off without loss of regular pay, providing the employee attends the funeral service of said kin.

Section D. Military Leave

Military Leave shall be granted in accordance with applicable State and Federal laws and regulations.

Section E. Leave of Absence

The City may grant a personal leave of absence without pay for a period not to exceed twelve (12) months.

ARTICLE 10 GRIEVANCE PROCEDURE

Section A. Definition

A grievance shall be defined as a dispute as to the application or interpretation of any part of clause of this Agreement.

Section B. Procedure

The parties agree to act in good faith to resolve any grievance presented by an employee. Such grievances may be presented at the first step of the procedure within five (5) working days of the incident giving rise to complaint. The procedure is as follows:

- Step 1 Within five (5) working days after the incident giving rise to the complaint, the employee shall then present a written grievance to the Department Head who shall respond within ten (10) working days.
- Step 2 If not resolved, the employee shall within ten (10) working days, present the grievance to the City Administrator who shall respond within fifteen (15) working days.
- Step 3 If not resolved, the grievance may be submitted to arbitration within five (5) working days after the decision in Step 2 submitting written notice to the City Administrator. Such notice shall specify the sections alleged to have been violated. The parties shall promptly meet to attempt to agree, they will jointly request that the Iowa Public Employment Relations Board submit to the parties a list of five (5) arbitrators and, by alternately striking names, an arbitrator will be selected.

Section C. Limitations

The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

The arbitrator's fees and expenses shall be shared equally by the Employer and the Union. However, each party shall be responsible for compensating their own representatives and witnesses as well as paying for necessary transcripts of the proceedings, if desired.

The failure of the employee to appropriately present the grievance within the specified time limits shall render then matter resolved and not subject to further appeal. All written grievances must be signed by the affected employee(s). Employees are entitled to Union representation at all steps in the grievance procedure.

When necessary, employees and their representatives, if an employee of the City, shall be released from work without loss of pay for a reasonable time for the investigating and settling of grievances, provided the Supervisor is given sufficient advance notice to adjust work schedules.

All time limits contained in this Article may be extended by mutual agreement.

ARTICLE 11 NO STRIKE - NO LOCKOUT

The Union and its members, individually and collectively agree that during the term of this Agreement they will not strike, cause a slowdown or work stoppage, against the City, assist or participate in any such strike or work stoppage, or impose obligation to conduct, assist or participate in such activity. The City in return agrees that there shall be no lockout of the members of the Union.

ARTICLE 12 USE OF BULLETIN BOARDS

The City will provide reasonable space on the regular department bulletin boards for official Union notices limited to:

1. Union meetings and events.
2. Union elections.
3. Union educational material.

ARTICLE 13 SENIORITY – LAYOFF AND RECALL

Section A. Seniority for employees covered by this Agreement shall be defined as the continued period of employment with the Employer since the employees most recent date of hire.

Section B. Within thirty (30) days after the signing of this Agreement and at least annually thereafter, the Employer shall post in a conspicuous place and shall mail to the Union a list of the regular employees covered by this Agreement arranged according to their seniority.

Section C. Seniority shall prevail in the layoff and recall of employees covered by this Agreement. In the case of a reduction in the work force, the least senior employee shall be laid off first and recalled last. In the event that a reduction in force becomes necessary the City shall provide as much notice as practicable but not less than fourteen (14) calendar days prior to the layoff.

Employees laid off in accordance with this provision may exercise their "bumping" rights in accordance with their seniority in any other classification in which they have held regular status and the ability and qualifications to perform the work without further training.

Section D. When filling a regular promotional vacancy, the Employer post notice of such vacancy for at least three (3) working days. The Employer shall consider the employee's qualifications, ability, aptitude, experience, and work record. However, when these factors are reasonably equal between two (2) or more employees, then seniority shall prevail. Employees will be on promotional probation for ninety (90) days.

A regular employee who vacated his/her position to accept probationary appointment to a class in a higher level and who is rejected during the probationary period, shall be reinstated in his/her former position and rate of pay.

Section E. Seniority shall be terminated and the Employer-employee relationship shall be severed by any of the following:

1. Discharge
2. Voluntary quit
3. Three (3) year layoff without regaining full-time status.
4. Unauthorized absence of three (3) successive scheduled work days.
5. Failure to report to work within seven (7) calendar days following receipt of written notice of recall; a copy of which shall be sent to the Union.
6. Failure to obtain or comply with leave of absence provisions or taking employment while on leave of absence unless approved between the City and the Union.

ARTICLE 14 INJURY ON THE JOB

Whenever an employee is injured on the job and is directed by the Employer to leave the job for treatment, he shall be paid for the balance of that regular day (to give him/her eight (8) hours pay at his/her regular straight

time rate) provided the injury is of such nature that the employee cannot return to work. Should the attending physician indicate that the employee is able to return to work the same day, said employee shall be required to do so and shall receive pay for the time he/she is away from the job for the purpose of obtaining medical treatment. Employees must follow established procedures for reporting work related injuries or illnesses to the Department Head.

ARTICLE 15 VACATION

Vacation time shall be earned by all regular full-time City Employees. Vacation shall be granted at the convenience of the employee, when possible. Department heads shall determine when requests for vacation shall be approved. In approving such schedules, the department head shall consider the needs of the City and the seniority of the employee.

Vacation leave shall become accrued by all regular full-time employees who have completed twelve (12) months on continuous service, but not more than five (5) years at the rate of eighty (80) hours per year of service.

Vacation leave shall become accrued by all regular full-time employees who have completed five (5) years of continuous service but no more than fifteen (15) years at the rate of one hundred twenty (120) hours per year of service.

Vacation leave shall become accrued by all regular full-time employees who have completed fifteen (15) years of continuous service at the rate of one hundred sixty (160) hours per year of service.

All employees with multiple weeks of vacation shall take at least one whole week at one time.

Vacation leave earned by employees will not carry over into future calendar years. Exceptions may be granted by the Administrator or designee.

ARTICLE 16 HOLIDAYS

The following paid holidays will be observed by the City of Norwalk: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day. Christmas Eve shall be a holiday except when Christmas falls on Saturday, Sunday, or Monday, the day shall be designated by the City, and three (3) personal days, each of which must be requested and approved by the supervisor in advanced. Holidays and personal days are calculated at eight (8) hours each.

Section A. Eligibility for Paid Holidays

All regular full-time City employees shall be eligible for paid holidays. However, the employee must actually work, or be on approved leave, the last scheduled work day before and the first scheduled work day after the holiday.

Section B. Holidays Falling on Weekends

Holidays which fall on a Saturday will be observed on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday.

Section C. Holidays Occurring During Leave of Absence

When a holiday comes during a leave of absence for which the employee receives compensation, the holiday will not be counted as part of the leave of absence.

Section D. Holidays for Shift Employees

Employees engaged in shift work who are unable to observe a holiday will be permitted to take equivalent time off within twelve (12) months of the designated holiday.

Section E. Work on Holidays

Employees required to work on recognized Holidays shall be paid one and one half (1 ½) times their regular hourly rate for the hours actually worked on the Holiday. Police Officers may select any combination of cash and/or C-time for his/her compensation for working the Holiday.

**ARTICLE 17
INSURANCE**

The City will provide Medical Insurance, in accordance with the following provisions and two options for employees. Plan A currently known as United Healthcare Plan GF-F and Plan B currently known as United Healthcare Plan GF-H. The City will provide these, or generally comparable plans, during the term of this Agreement. Effective July 1, 2006 the Employer will pay up to \$675 per month towards the full family premium of either option A or B, the City and employee shall share equally any amount above \$675. Effective July 1, 2007 the amount will increase to \$700 for employees selecting Plan A and up to \$725 for employees selecting Plan B, the City and employee shall share equally in any costs exceeding the stated amounts. Effective July 1, 2008, these amounts will increase to \$725 for Plan A and \$775 for Plan B and continuing the 50/50 split for excess amounts.

Additionally, the parties agree to establish a committee to explore other options for medical insurance. The committee shall have the authority only to make recommendations to the City and the City reserves the right to select the provider of such coverage.

In addition, employees may opt for the optional orthodontia coverage by executing the appropriate payroll deduction authorization form to pay for such coverage.

The City will also provide, at no cost to the regular full-time employee, regular term life insurance coverage, for the employee only, in the face amount of \$30,000.

**ARTICLE 18
SAFETY SHOES AND CLOTHING**

Section A. Safety Shoes

The City shall pay up to \$150 each year towards the purchase of Safety shoes for employees in the Public Works Department and up to \$150 each year toward the purchase of "police duty footwear" for Police Officers. Employees must provide proper receipts or other proof of purchase.

Section B. Safety Glasses

The City will pay for one (1) pair of safety glasses every two (2) years, not to include contact lenses or the examination by the doctor.

Section C. Uniforms

The Employer will reimburse each employee up to \$555 per year to replace worn and/or damaged uniform clothing and articles. Each employee must submit a proper billing or receipt showing the items purchased and cost in order to receive credit and payment. Employees may select the supplier of such articles. Items damaged or destroyed in the actual line of duty for Police Officers will be repaired or replaced at the City's discretion and expense.

The City will provide certain articles of personal clothing and equipment for Police Officers as follows:

Two 8 point Uniform Hats (1 winter-1 summer)

One Hat Badge

Two Breast Badges

One Pair Collar Brass

One Complete set of Leather

Two Neck Ties with Clip

One pair Handcuffs

Three Summer Uniform Shirts

Three Winter Uniform Shirts

Three Pairs Uniform Trousers

One Winter Uniform Coat

One re-chargeable Flash Light

One Summer Uniform Jacket

One Portable Radio with Mic

One pepper spray dispenser

One Rain Coat

One Soft Body Armor Protective Vest

Two Turtlenecks

ARTICLE 19 SAVINGS CLAUSE

Should any provision of this Agreement be held unlawful by a court of administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in full force for the duration of the Agreement. Any provisions held unlawful shall automatically be terminated. If replacement provisions are deemed necessary by the City or Union, they shall be negotiated immediately.

ARTICLE 20 WAGES - JOB CLASSIFICATION

Each Public Works employee shall be designated by the City as a Maintenance Worker I, Maintenance Worker II, Lab Technician, Building Inspector, and Building & Grounds Laborer I. Employees classified as Maintenance Worker I shall, upon the successful completion of six (6) years of satisfactory service and at the beginning of their seventh (7th) year of service to the City, be automatically promoted to the Maintenance Worker II title and pay.

Each employee shall be compensated in accordance with the wage schedule in Appendix A of this Agreement. Employees shall be eligible for a wage adjustment of one step on his/her respective anniversary date (or adjusted anniversary date) of hire.

ARTICLE 21 NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any qualified individual with respect to his/her hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, age, sex, handicap, national origin, or because an employee is a Veteran of the Vietnam Era, nor will they limit, segregate or classify employees in any way to deprive any qualified individual employee of employment opportunities because of his/her race, color, religion, age, sex, handicap, national origin, or because an employee is a Veteran of the Vietnam Era. Disputes concerning this Article shall not be subject to grievance procedures contained in this Agreement.

ARTICLE 22
COMPLETE AGREEMENT AND WAIVER OF BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law in the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Article is subject to "Savings Clause". By agreement of the parties, this Article may be waived.

MEMORANDUM OF UNDERSTANDING
K-9 Officer Special Compensation

City of Norwalk, Iowa
and
Teamsters Local 238

It is understood by the parties that the Officer assigned as the K-9 Officer works time beyond his/her regular duty shift. This time involves the care, grooming, feeding and training of the City's K-9. In recognition of this extra time the K-9 Officer will be scheduled to work a nine (9) hour tour of duty vs. the ten (10) hour tour for other Officers. However, that Officer shall be compensated for a full ten (10) hour shift. The Officer will be scheduled to work four (4) nine (9) hour days or thirty-six (36) hours per week and will be compensated for forty (40) hours each week while so assigned.


In the event the K-9 Officer is authorized by the Chief, or the Chief's designee, to participate in special training with the K-9 such time shall be considered work time and shall be compensated in accordance with the applicable provision of the Labor Agreement.

In the event the K-9 Officer is called to work outside of the regular duty schedule by another enforcement agency the time shall be considered work time and shall be compensated in accordance with the applicable provision of the Labor Agreement. This provision shall prevail regardless of the extent to which the City of Norwalk may or may not be reimbursed by the other agency.

Dated this 26 day of July, 2004 6



Eddie H. Kuhl, Chief of Police

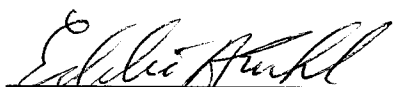


Rik C. Willett, Teamsters Local 238

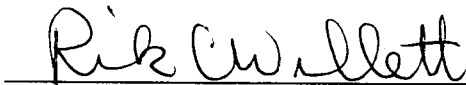
MEMORANDUM OF UNDERSTANDING

The Police Chief will continue to establish work schedules, hours, and shifts as provided in Article 5 Section A, of the Agreement. There is no intent at this time to change existing schedules or bidding procedure, however, the Chief retains the sole discretion to make changes in schedules and bidding procedures as he may deem appropriate. Prior to making changes in regular work schedules and/or bidding procedures the Chief will meet with appropriate Union Representatives to discuss the contemplated changes and receive input from the Union. The Chief's decision shall be final and not subject to any type of appeal.

Dated this 26 day of July, 2006.



Eddie H. Kuhl, Chief of Police



Rik C. Willett, Teamsters Local 238

**CITY OF NORWALK
AND
TEAMSTERS LOCAL 238**

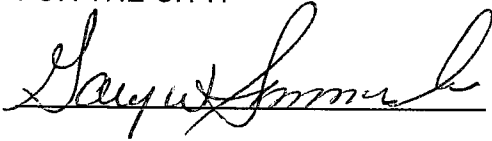
LETTER OF UNDERSTANDING

The Parties recognized during bargaining it is in the best interest of both parties to have employees running routes they are familiar with as well as the equipment they operate. To clarify discussions during bargaining surrounding snow removal routes and how the selection process for those routes will be handled, the following language has been mutually agreed:

Employee's wishes will be given consideration when snow routes are assigned.

Employees will notify the City which route they wish to work during snow removal and the City will honor the employees request to the best of their ability but based on operational efficiencies the City retain the final decision of route assignment.

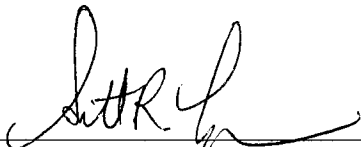
FOR THE CITY:

A handwritten signature in black ink, appearing to read "Gary Smith", written over a horizontal line.

FOR THE UNION:

A handwritten signature in black ink, appearing to read "Rick Willett", written over a horizontal line.

This Agreement shall be in full force and effect beginning July 1, 2006 through June 30, 2009.



Scott R. Lorenzen, Mayor

8-25-06

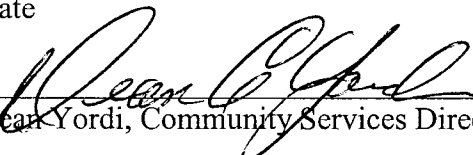
Date



Mark W. Miller, City Administrator

6-22-06

Date



Dean Yordi, Community Services Director

6-22-06

Date



Eddie Kuhl, Police Chief

26 July 2006

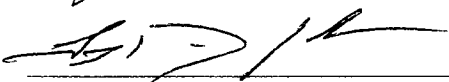
Date



Mike Stanfill, Teamsters Local 238

7/17/06

Date



Gary Lehmer Norwalk Public Works

Aug 24, 2006

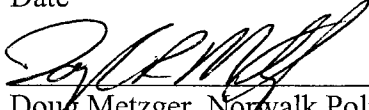
Date



Brent Hess, Norwalk Public Works

8-24-06


Date



Doug Metzger, Norwalk Police

07/26/06

Date



Scott Palmer, Norwalk Police

7/28/06

Date



Principal Officer, Local 238

APPENDIX A

WAGES EFFECTIVE JULY 1, 2006

PUBLIC WORKS	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Range 8							
Street Worker	\$	\$	\$	\$	\$	\$	
Bldg/Grounds Field Worker							
Range 13							
Maintenance 1	\$26,991	\$28,267	\$29,495	\$30,880	\$32,208	\$33,656	
Bldg/Grounds Laborer 1							
Range 17							
Maintenance 2	\$29,549	\$30,864	\$32,243	\$33,693	\$35,213	\$36,812	
Building Inspector							
Range 19							
Lab Technician	\$30,879	\$32,261	\$33,711	\$35,233	\$36,831	\$38,510	

POLICE OFFICER

Police Officer	\$31,784	\$33,373	\$35,043	\$36,791	\$38,636	\$40,565	\$42,594
SPO (Corporal)	\$33,373	\$35,043	\$36,791	\$38,636	\$40,565	\$42,594	\$44,725

WAGES EFFECTIVE JANUARY 1, 2007

PUBLIC WORKS	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Range 8							
Street Worker	\$	\$	\$	\$	\$	\$	
Bldg/Grounds Field Worker							
Range 13							
Maintenance 1	\$27,531	\$28,833	\$30,085	\$31,498	\$32,853	\$34,329	
Bldg/Grounds Laborer 1							
Range 17							
Maintenance 2	\$30,140	\$31,481	\$32,888	\$34,366	\$35,918	\$37,548	
Building Inspector							
Range 19							
Lab Technician	\$31,497	\$32,906	\$34,385	\$35,937	\$37,568	\$39,280	

POLICE OFFICER

Police Officer	\$32,420	\$34,041	\$35,744	\$37,527	\$39,408	\$41,377	\$43,446
SPO (Corporal)	\$34,041	\$35,744	\$37,527	\$39,408	\$41,377	\$43,446	\$45,619

WAGES EFFECTIVE JULY 1, 2007

PUBLIC WORKS	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>Range 8</u>							
Street Worker	\$	\$	\$	\$	\$	\$	
Bldg/Grounds Field Worker							
<u>Range 13</u>							
Maintenance 1	\$28,495	\$29,842	\$31,138	\$32,600	\$34,002	\$35,530	
Bldg/Grounds Laborer 1							
<u>Range 17</u>							
Maintenance 2	\$31,195	\$32,583	\$34,039	\$35,569	\$37,175	\$38,862	
Building Inspector							
<u>Range 19</u>							
Lab Technician	\$32,599	\$34,057	\$35,589	\$37,195	\$38,883	\$40,655	

POLICE OFFICER

Senior Police Officer	\$33,555	\$35,232	\$36,995	\$38,841	\$40,787	\$42,825	\$44,967
(Corporal)	\$35,232	\$36,995	\$38,841	\$40,787	\$42,825	\$44,967	\$47,216

WAGES EFFECTIVE JULY 1, 2008

PUBLIC WORKS	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>Range 8</u>							
Street Worker	\$	\$	\$	\$	\$	\$	
Bldg/Grounds Field Worker							
<u>Range 13</u>							
Maintenance 1	\$29,492	\$30,886	\$32,228	\$33,741	\$35,193	\$36,774	
Bldg/Grounds Laborer 1							
<u>Range 17</u>							
Maintenance 2	\$32,287	\$33,724	\$35,230	\$36,814	\$38,476	\$40,222	
Building Inspector							
<u>Range 19</u>							
Lab Technician	\$33,740	\$35,249	\$36,834	\$38,497	\$40,243	\$42,078	

POLICE OFFICER

Senior Police Officer	\$34,729	\$36,465	\$38,290	\$40,200	\$42,215	\$44,324	\$46,540
(Corporal)	\$36,465	\$38,290	\$40,200	\$42,215	\$44,324	\$46,540	\$48,869

Appendix A Wages

Public

Range 8	7/1/06 2.00%	1/1/07 2.00%	7/1/07 3.50%	7/1/08 3.50%
Step 1	\$11.09 / 23,059	\$11.31 / 23,519	\$11.70 / 24,343	\$12.11 / 25,195
Step 2	\$11.64 / 24,211	\$11.87 / 24,695	\$12.29 / 25,560	\$12.72 / 26,455
Step 3	\$12.22 / 25,422	\$12.47 / 25,930	\$12.90 / 26,838	\$13.35 / 27,778
Step 4	\$12.83 / 26,693	\$13.09 / 27,227	\$13.55 / 28,180	\$14.02 / 29,166
Step 5	\$13.48 / 28,028	\$13.72 / 28,528	\$14.23 / 29,588	\$14.72 / 30,625
Step 6	\$14.15 / 29,429	\$14.43 / 30,017	\$14.94 / 31,068	\$15.46 / 32,156
Range 13				
Step 1	\$12.98	\$13.24	\$13.70	\$14.18
Step 2	\$13.29	\$13.86	\$14.35	\$14.85
Step 3	\$14.18	\$14.46	\$14.97	\$15.49
Step 4	\$14.85	\$15.14	\$15.67	\$16.22
Step 5	\$15.48	\$15.79	\$16.35	\$16.92
Step 6	\$16.18	\$16.50	\$17.08	\$17.68
Range 17				
Step 1	\$14.21	\$14.49	\$15.00	\$15.52
Step 2	\$14.84	\$15.14	\$15.67	\$16.21
Step 3	\$15.50	\$15.81	\$16.36	\$16.94
Step 4	\$16.20	\$16.52	\$17.10	\$17.70
Step 5	\$16.93	\$17.27	\$17.87	\$18.50
Step 6	\$17.70	\$18.05	\$18.68	\$19.34
Range 19				
Step 1	\$14.85	\$15.14	\$15.67	\$16.22
Step 2	\$15.51	\$15.82	\$16.37	\$16.95
Step 3	\$16.21	\$16.53	\$17.11	\$17.71
Step 4	\$16.94	\$17.28	\$17.88	\$18.51
Step 5	\$17.71	\$18.06	\$18.69	\$19.35
Step 6	\$18.51	\$18.88	\$19.55	\$20.23

Police Officer

	7/1/06 2.00%	1/1/07 2.00%	7/1/07 3.50%	7/1/08 3.50%
Step 1	\$15.28	\$15.59	\$16.13	\$16.70
Step 2	\$16.04	\$16.37	\$16.94	\$17.53
Step 3	\$16.85	\$17.18	\$17.79	\$18.41
Step 4	\$17.69	\$18.04	\$18.67	\$19.33
Step 5	\$18.57	\$18.95	\$19.61	\$20.30
Step 6	\$19.50	\$19.89	\$20.59	\$21.31
Step 7	\$20.48	\$20.89	\$21.62	\$22.38

Corporal

	7/1/06 2.00%	1/1/07 2.00%	7/1/07 3.50%	7/1/08 3.50%
Step 1	\$16.04	\$16.37	\$16.94	\$17.53
Step 2	\$16.85	\$17.18	\$17.79	\$18.41
Step 3	\$17.69	\$18.04	\$18.67	\$19.33
Step 4	\$18.57	\$18.95	\$19.61	\$20.30
Step 5	\$19.50	\$19.89	\$20.59	\$21.31
Step 6	\$20.48	\$20.89	\$21.62	\$22.38
Step 7	\$21.50	\$21.93	\$22.70	\$23.49